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otherwise identified above and on any continuation sheets for the consideration stated forth in full above, is hereby accepted as to the items listed above and on any therein. The rights and obligations of the parties to this contract shall be subject to sheets. This award consummates the contract which consists of the familiary that the contract shall be subject to sheets. This award consummates the contract which consists of the familiary that the following documents: (a) this award/contract, (b) the documents: (a) the Government's solicitation and your offer, and	agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herain. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: [a) this award/contract, (b) the			including d forth in fo sheets. e documen	the additions on all above, is her this award co is: (a) the	r changes made by you which eby accepted as to the items liste onsummates the contract which Government's solicitation and	ed above anden h consists of your offer,	any conditi the followi	
solicitation, if any, and (c) such provisions, representations, certifications, and sward/contract. No further contractual document is necessary, specifications, as are attached or incorporated by reference herein. (Attachments are interested by the contraction of the contractual document is necessary.)	pecification	ons, as are attached or incorporated by reference				nvact. No turth	er contractual document is neces	воч у,	
istedc herein.) 19A NAME AND TITLE OF SIGNER (Tvor or orint) 20A. NAME OF CONTRACTING OFFICER	19A NAM	ME AND TITLE OF SIGNER (Type or print)			20A. NAN	E OF CONTRAC	TING OFFICER		
JEFF HUBER V.P. W.M.HUBER		JEFF HURER	V.P.		w.:	M. HUBEI	R		
19B NAME OF CAMPACTOR DATE SIGNED 20B. UNITED STATES OF MERICA 20C. DATE SIGN	9B NAM	HE OF CONTRACTOR	PEC. DATE	SIGNED	20B. UNII	STATES OF	MERICA	20C. DATE	SIGNED
BY 9-23-09 BY 2009 SE	BY	-/ ell Hulre	19-2	73-09	BY _	MM MILLER	u	_ 2009	SEP 23
(Signature of Contracting Officer)					1	Signature			
NSN 7540-07-152-8089 STANDARD FORM 26 (RE Provious edition is unusable STANDARD FORM 26 (RE Prov			·		ammandf	2644 +1 41U\2UU			

(Signature of person authorized to sign)
NSN 7540-01-152-8069
Previous edition is unusable

19B. NAME OF CONTRACTOR

(Signature of Contracting Officer)

W. M. HUBER

20B. UNITED STATES OF AMERICA

19C. DATE SIGNED

20C. DATE SIGNED

2009 SEP 23

SECTIO	N B	N00104-09-C-K	920	· ·	Page	2 of 6
ITEM NO.	SUPPLIES / SER	VICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Part Number: MIL-1550-F1M Nomen: SCOPE, NightForce, NX Focal Plane day optic w windage turrents with b BDC (Graduated in Me	S, F1, 3.5x15x50, First /MIL DOT Recticle, allistic cap for M118LR		EA	(b)(4)	\$516,578.00
	PACKAGING: Standard Comacceptable and authorized.	mercial Package is				
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SECTION E-

INSPECTION AND ACCEPTANCE (NAVICP-M) (APR 1993)

- () 1. Inspection of supplies and packaging will be performed at the contractor location by the Contract Administration Office (CAO) unless otherwise specified below.
 - () Manufacturing Site ()
 - () Manufacturing Site CAO ()
 - () Packaging Site ()
 - () Packaging Site CAO ()
- () 2. Final acceptance will be performed at the contractor's location on page 1, unless otherwise specified below.
 - () Manufacturing site and CAO listed above.
 - () Packaging site and CAO listed above.
 - () Destination
- (X) 3. Inspection and acceptance will be performed by the consignee at destination.

SECTION E

*52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

*52,246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

SECTION F -

*NAVICPFA01 - NOTICE REGARDING F.O.B. POINT (NAVICP-M) (JAN 1993)

Offers/Bids submitted on an F.O.B. basis other than that required by the Solicitation.

- () shall be rejected as non-responsive.
- (X) may be rejected as unacceptable.

*52.242-15 STOP-WORK ORDER (AUG 1989)

*52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

52.247-34 F.O.B. DESTINATION (JAN 1991)

52.247-48 F.O.B. DESTINATION – EVIDENCE OF SHIPMENT (FEB 99)

F - DELIVERY

(Early delivery is acceptable and desirable, at no additional costs to the Government. Partial deliveries are acceptable.)

Item	Quantity		Date	
0001		2009 DEC 01	(09335)	OR SOONER
0001				OR SOONER
0001	(b)(4)	2010 FEB 08	(10040)	OR SOONER
0001				OR SOONER
0001		2010 APR 09	(10099)	OR SOONER
0001		2010 MAY 10	(10130)	OR SOONER
0001		2010 JUN 10	(10161)	OR SOONER

SECTION F - TIME OF DELIVERY

Unless otherwise indicated in this contract, accelerated delivery is desirable and acceptable. The addresses for the activities designated to receive supplies are listed below:

LINE / SUBLINE ITEM & QTYSHIP TO:MARK FOR:0001346 EachN00164 RECEIVING OFFICERJulia Adams Code JXQRNAVAL SURFACE WARFARE CENTER812-854-5900BUILDING 3291Code JXQR300 HIGHWAY 361.

NOTE: The above Mark For information is to be noted on the DD 250 (Block 14) or WAWF-RA RR for each applicable subline item.

SECTION G-

G - ACCOUNTING CLASSIFICATION

APPROPRIATION BUREAU SUB AUTH SYMBOL AND OBJECT CONT ALLOT ACCTG ACRN SUBHEAD CLASS NO NO ACTY TY	ACCTG E ACTY COST CODE
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CRANE IN 47522-5001

AA 9770300 56SA 0 SQ7328 54XENH00000 252G 828400 MIPR9JDAV9A200 7L4060 S18001

(Ref # N0002409RX30494)

30494K

Amount: \$516,578.00

G-NOTE FOR CONTRACTOR & ADMINISTRATIVE CONTRACTING OFFICER (NAVICP-M) (JUL 2002)

- 1. When a DCMA office is shown on a Contract/Purchase Order, the Administrative Contracting Officer (ACO) is the primary point of contact and all inquiries shall initially be directed to his office for necessary action.
- 2. Inquiries and correspondence directed to the Post Award PCO should be addressed as follows:

Code: 0242.04

Phone: (717) 605-1145 FAX: (717) 605-2807

E-Mail: david.duval@navy.mil

3. Telephone inquiries should be made only in cases of extreme urgency and must be confirmed in writing within 48 hours. If the inquiry involves technical questions (drawing, specification, etc.) inquiry should be submitted in accordance with the procurement specification.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer, In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made in contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME\ CODE 0242 PERSONNEL \
ADDRESS\ P.O. BOX 2020 MECHANICSBURG, PA 17055 \
TELEPHONE \ 717-605-1145 \
E-Mail: david.duval@navy.mil

SECTION H - SPECIAL DISTRIBUTION (MAY 2005)

NOTE 1: Use of the Wide Area Work Flow Receipt and Acceptance (WAWF-RR) electronic form fulfills the requirement for a Material Inspection and Receiving Report (DD Form 250). See clause 252.246-7000 Material Inspection and Receiving Report (March 2003).

NOTE 2: When using WAWF-RR to submit Contract Data Requirements List (CDRL) data and "Not Separately Priced" items, the following information shall be listed in the "Comments" field of the WAWF electronic form: Shipping company, shipment tracking number, and date shipped.

DD250s or WAWF-RR documents acc'ompanying the shipment are to be attached as follows (Type of Shipment - Location):

Carload or truckload - Affix to the shipment where it will be readily visible and available upon request.

Less than carload or truckload - Affix to container number one or container bearing lowest number.

Mail, including parcel post - Attach to outside or include in the package. Include a copy in each additional package of multi-package shipments.

KEY: * = Hard Copy	** = Provisional for LATs Only	S = Include all other shipping documents
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DD250/ WAWF-RR GBL DESIGNATOR / CLIN

DESIGNEE and E-Mail Addresses

I	0001	CONSIGNEE
1	0001	CONTRACT ADMINISTRATION OFFICE (DCMA)
1		COMMANDER NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE PO BOX 2020 BLDG 410 MECHANICSBURG PA 17055-0788 ATTN: Code 0242.04 david.duval@navy.mil
1	0001	ATTN: Code OSM margaret.lyons@navy.mil
		COMMANDER NAVAL SURFACE WARFARE CENTER - CRANE 300 HIGHWAY 361 BLDG 3291 CRANE IN 47522-5020
1	0001	ATTN: Code JXQR julie.adams@navy.mil

SECTION I - *52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)-(676)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://farsite.hill.af.mil/ http://www.arnet.gov/far http://www.acq.osd.mil/dp/dars/dfars/tochtml.htm http://farsite.hill.af.mil/VFDFARa.htm

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DEFINITIONS (JUL 2004)
52.202-1
52.203-3
          GRATIUITIES (APR 1984)
          COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-5
          RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-6
           ( ) ALT I (Commercial Item) (OCT 1995)
52.203-6
          ANTI-KICKBACK PROCEDURES (JUL 1995)
52,203-7
          CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52,203-8
          PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10
          LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.203-12
          CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
52.203-13
          PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-4
          CENTRAL CONTRACTOR REGISTRATION (APR 2008)
*52.204-7
          PROTECTING THE GOVERNMENT'S INTEREST WHEN SUB-CONTRACTING WITH CONTRACTORS
52.209-6
          DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (SEP 2006)
          MATERIAL REQUIREMENTS (AUG 2000)
*52.211-5
          AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)
52.215-2
          ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
*52.215-8
          UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-8
          NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
*52.222-1
*52.222-3
          CONVICT LABOR (JUN 2003)
          CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 2005)
*52.222-4
*52,222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEMDIES (FEB 2008)
*52,222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
*52,222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
*52.222-26 EQUAL OPPORTUNITY (MAR 2007)
*52,222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)
*52,222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND
           OTHER ELIGIBLE VETERANS (SEP 2006)
*52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
*52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND
           OTHER ELIBILE VETERANS (SEP 2006)
          DRUG-FREE WORKPLACE (MAY 2001)
*52.223-6
*52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)
          NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
*52.227-2
          PATENT INDEMNITY (APR 1984)
*52.227-3
          FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.229-3
          DISCOUNTS FOR PROMPT PAYMENTS (FEB 2002)
*52.232-8
*52.232-11 EXTRAS (APR 1984)
*52,232-17 INTEREST (OCT 2008)
*52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
*52.232-25 PROMPT PAYMENT (OCT 2008)
*52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
          DISPUTES (JUL 2002)
*52.233-1
          PROTEST AFTER AWARD (AUG 1996)
*52.233-3
          APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
*52.233-4
*52.242-12 REPORT OF SHIPMENT (REPSHIP) (JUN 2003)
          CHANGES--FIXED PRICE (AUG 1987)
*52.243-1
          SUBCONTRACTS (JUN 2007)
52,244-2
          SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2008)
*52.244-6
          LIMITATION OF LIABILITY (FEB 1997)
52.246-23
52.247-1
          COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
          VALUE ENGINEERING (FEB 2000)
52.248-1
           (X) ALT III (APR 1984)
52.248-1
          TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
52.249-1
          DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
*52,249-8
          COMPUTER GENERATED FORMS (JAN 1991)
*52.253-1
              PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED
252.203-7001
              FELONIES (DEC 2004)
             DISCLOSURE OF INFORMATION (DEC 1991)
*252.204-7000
             PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
*252.204-7002
              CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
*252.204-7003
              REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (SEP 2007)
*252,204-7004
              BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JUN 2005)
*252.225-7001
              QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
 *252.225-7002
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SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

*252.225-7031

*252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
*252.227-7030	TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)
*252,227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
*252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
*252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)
	WARRANTY OF DATA (DEC 1991)

*52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) Definition: "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as --
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: Warning: Contains (or manufactured with, if applicable) * , a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * The Contractor shall insert the name of the substance(s).

252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

*252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2008)

- (a) Definitions. As used in this clause -
 - (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
 - (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wawf.eb.mil/.
- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when -
 - (1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF:
 - (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
 - (3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or
 - (4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

SECTION J - LIST OF ATTACHMENTS (NAVICP-M) (AMMO) (FEB 1994)

The documents listed below marked with an "X" are physically inclu	ded in this contract.
(X) Award/Contract (Standard Form 26)	() DD Form 1423
(X) Continuation Sheet (Supply Contract) (Pages 2 thru 6)	() DD Form 1423 (Back)
() Specifications	() Attachments (pages thru)